

New Landing Utility, Inc.

ILL. C.C. No. 6
Section No. 1
Original Sheet No. 1
Cancelling Tariff No. 4 in its entirety

Applies throughout the Company's certified territory in Ogle County, Illinois

SEWER SERVICE

Rates and Charges

All rates and charges are subject to the Rules, Regulations and Conditions of Service hereinafter set forth and are included as a part thereof.

Rate 1: Charge for Metered Service

The charge for metered service shall be One Hundred Twenty percent (120%) of the charge for metered water service provided by the Company, even if that charge is the minimum bill for metered water service.

Rate 2: Charge for Availability of Service

\$13.50 per month for each lot, except side yard lots, in the area authorized to be served by the Company for availability of sewer service for domestic use. The charge will begin when sewerage collection service is available and continue so long as such service is so available for use and until a Customer Sewer Lateral is connected to a Company Sewer Lateral so that sewerage may flow to one of the Company's Collection Sewers, after which Rate 1 shall apply. This rate applies onlly in those parts of the Company's service area known as New Landing for the Delta Queen Subdivision and Secion 9 of the Lost Nation Lakes Subdivision.

Rate 3: Charge for Availability of Service to Side Yard Lot

\$6.75 per month for each side yard lot that would otherwise be subject to the charge established by Rate 2.

NSF Check Charge

A charge of \$10.00 will be applied to a customer whose check is returned by the bank due to non-sufficient funds.

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New Landing Utility, Inc.

ILL.C.C. No. 6
Section No. 2
Original Sheet No. 1

NEW LANDING UTILITY, INC.

RULES, REGULATIONS AND CONDITIONS OF SERVICE

SEWER

Applies to the following Territories:

Territory encompassed by the Certificate of Public Convenience and Necessity issued to New Landing Utility, Inc. under the Order entered November 14, 1973, by the Illinois Commerce Commission in its Docket No. 57952, which territory includes The New Landing for the Delta Queen Subdivision, Lost Nation Lakes Subdivision, Knollwood Subdivision, Lakewood Greens Subdivision and Tampam Farms Subdivision, Ogle County, Illinois.

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INTRODUCTION

The supplying of sewer service, including the extension of sewers and the making of connections thereto, by New Landing Utility, Inc. shall be subject to the following Rules, Regulations, and Conditions of Service, and its charges for and the cost of sewer service shall be at the rates specified in rate schedules filed from time to time by the Company with, and approved by, the Illinois Commerce Commission. Every Customer, upon signing an application for any sewer service rendered by the Company, or upon the taking of sewer service, shall be bound by these Rules, Regulations, and Conditions of Service and such rate schedules.

I. DEFINITIONS

- A. "BOD" (denoting Biochemical Oxygen Demand). BOD measurements are used as a measure of the organic strength of wastes in water. It is the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, (68°F) expressed in milligrams per liter.
- B. "Collection Sewer" means the sewer main and facilities located in the street, avenue, alley or dedicated easement adjacent to the property to be supplied with sewer service and serving such property and others in the immediate vicinity thereof.
- C. "Company" means New Landing Utility, Inc., acting through its officers, managers or other duly authorized employees or agents.
- D. "Company Sewer Lateral" means that portion of the sewer system from the Collection Sewer to the property line.
- E. "Cooling Water" means the water discharged from any system of condensation, air conditioning, cooling, refrigeration or other, but which shall be free from odor and oil. It shall contain no polluting substances that would produce BOD or Suspended Solids each in excess of ten (10) milligrams per liter.
- F. "Customer" means the party contracting for sewer service. Only a party who has contracted for water service provided by the Company may contract for sewer service provided by the Company.

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- G. "Customer Sewer Lateral" means that portion of the sewer system extending from the property line to the premises or property to be served and shall include a grinder pump of the type and style approved by the Company.
- H. "Garbage" means every refuse accumulation of solid animal, fruit or vegetable matter that attends the preparation, use, cooking, dealing in or storing of food and from the handling, storage and sale of produce.
- I. "Overhead Plumbing" means any sanitary waste fixtures, including, but not limited to, those on the first floor, which are either at least three feet above the rim elevation of the nearest sanitary sewer manhole or discharged into a gas-tight and vented sump from which the waste is lifted and discharged into the Customer Sewer Lateral by automatic pump equipment.
- J. "Owner(s)" means a person, firm, corporation or association having an ownership interest in any premises or property which is, or is about to be, supplied with sewer service by the Company.
- K. "Premises" includes:
1. A building under one roof owned or leased by one party and occupied as a residence, or for business, industrial, or commercial purposes; or
 2. A group or combination of buildings owned or leased by one party, occupied by one family, or one corporation or firm, or as a place of business, or for manufacturing or industrial purposes, or as a hospital or other public institution; or
 3. One side of a double house having a solid vertical partition wall; or
 4. A building owned or leased by one party containing more than one apartment and having one entrance and using one hall in common; or
 5. A building owned or leased by one party having a number of apartments, offices or lofts which are rented to tenants; or
 6. A public building such as a town hall, school house, or fire engine house; or

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7. A single lot, park, playground, or campsite; or
8. Each house or building in a row having party walls, i.e., townhouses/condominiums.
- L. "Side Yard Lot" means a lot adjacent to a lot improved with a residence. The side yard lot must be owned by the customer who owns the adjacent improved lot. That customer must be receiving metered water service and metered sewer service from the Company for the residence on the improved lot. No side yard lot may be improved with a separate residence. Only one adjacent lot may be a side yard lot in respect to any improved lot.
- M. "Suspended Solids" means solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and that are removable by laboratory filtering.
- N. "Tenant" means anyone occupying any premises or property under lease, oral or written, from the Owner and obtaining sewer service from the Company's mains.

II. Customer Sewer Lateral Connections

- A. All applications for Customer Sewer Lateral connections must be made on a form furnished by the Company by the person or parties desiring the same, must state the correct lot(s), block and street number of the premises or property to be supplied and must be signed by the Owner of the premises or the Owner's duly authorized agent. For the convenience of the applicant, an application may be accepted orally, via telephone or otherwise, provided that such application is signed, upon request, by the Owner or the Owner's duly authorized agent. An inspection fee in the amount specified in tariffs on file with the Commission shall be paid to the Company at the time the application is filed.
- B. The Owner shall bear all costs and expenses incident to the installation and connection of the Customer Sewer Lateral. The Owner shall indemnify the Company for any loss or damage that may directly or indirectly be occasioned by the installation of the Customer Sewer Lateral.
- C. A Customer Sewer Lateral connection shall not be used to supply more than a single

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premises or property without the Company's consent. Old Customer Sewer Laterals may be used in connection with new buildings only when they are found, on examination and testing by the Company, to meet all requirements of this Section.

- D. The Company will provide sewer service wherever a Collection Sewer is adjacent to the premises or property to be served.
- E. Building sewer service connections will not be installed where any portions of the connection must pass through lands, buildings or parts of buildings which are not property of the applicant unless applicant in writing assumes the liability thereof.
- F. The Owner/Customer is responsible for all leaks, breaks, blockages, and repairs in the Customer Sewer Lateral. If leaks in the Customer Sewer Lateral are not repaired within a reasonable time, the Owner/Customer will be in violation of these Rules, Regulations, and Conditions of Service and subject to the penalties thereby imposed, including discontinuance of water and sewer service.
- G. The Customer Sewer Lateral shall be as specified in the Illinois Plumbing Code. The Customer Sewer Lateral connections shall be installed in accordance with the Company's specifications, maintained and renewed by the Customer. Whenever the excavation for a Customer Sewer Lateral is made in unstable ground, the material for such connection (lateral and backfill) shall be as approved by the Company.
- H. In laying or installing the Customer Sewer Lateral, the following specifications must be observed by the applicant:
1. All joints and connections shall be gas-tight and water-tight.
 2. The diameter of such Customer Sewer Lateral shall be not less than four inches (4").
 3. The slope of the Customer Sewer Lateral service shall be not less than the level stated in the Illinois Plumbing Code.
 4. The depth of such Customer Sewer Lateral shall be sufficient to afford protection against breakage or damage from heavy vehicles moving on the

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surface of the ground over or adjacent to such connection and to afford protection against frost.

5. The Customer Sewer Lateral shall be laid at uniform grade and in straight alignment insofar as possible, and any changes in direction shall be made only with properly curved pipe and fittings, or as in accordance with the Illinois plumbing code.
6. Unless an alternative installation is approved by the Company, the Customer Sewer Lateral shall be laid so as to permit gravity flow of sewage to the Company Sewer Lateral.
7. All excavations for the installation of a Customer Sewer Lateral shall be open trench work in accordance with ASTM Specification (C-12-19), unless otherwise approved by the Company, and no backfill shall be replaced until the sewer pipes laid therein have been inspected and approved by a duly authorized agent or employee of the Company.
8. It shall be a violation of these Rules, Regulations, and Conditions of Service for any plumber, drainlayer, contractor or any other person constructing a Customer Sewer Lateral connection to leave such connection open, unsealed or incomplete in such manner that will permit storm or surface water to enter into any Collection Sewer. All such openings shall be tightly sealed at all points whenever work is not actually in progress on such Customer Sewer Lateral connection.
9. The Customer Sewer Lateral must be located at least ten (10) feet horizontal from any water pipe.
10. All excavations for Customer Sewer Lateral installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Company.
11. All new buildings in the service area with basements, floors, rooms or occupancy area below an elevation of three (3) feet above the highest

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manhole serving the premises shall have Overhead Plumbing, or such plumbing as is otherwise approved by the Company.

- I. The specifications for making and laying Customer Sewer Laterals set forth in Section II, Rules G and H shall be applicable to buildings having normally not more than ten (10) occupants. If the Customer Sewer Lateral connection is intended to furnish sewer service to a building that will normally have more than ten (10) occupants, the size and kind of sewer pipe, slope and other specifications shall be approved by the Company at the time the application for connection is made.
- J. The Company will not permit any connection to be made to a Collection Sewer unless the applicant has complied with the terms and provisions of the applicable Rules contained in this Section.
- K. The Company will maintain the Collection Sewer and the Company Sewer Lateral connection.

III. APPLICATIONS FOR SEWER SERVICE

- A. All applications for sewer service must be made on a form provided by the Company. Upon acceptance thereof, such application shall constitute a contract between the applicant as a Customer and the Company.
- B. If, for the convenience of the applicant, an application is accepted orally, via telephone or otherwise, the taking of sewer service shall constitute a contract between the applicant and the Company, obligating the applicant as a Customer to pay for, and the Company to furnish, service as specified herein and to comply with all applicable provisions of the Company's Rules, Regulations, and Conditions of Service. If the application is accepted orally, the Customer shall, if requested by the Company, sign a written application. A telephone application for service will not be accepted from a third party who will not be the Customer.
- C. A new application must be made upon any change in tenancy where the tenant has contracted for the sewer service or by the new Owner upon any change in ownership where the Owner has contracted for such service. Where more than one tenant is served through a Customer Sewer Lateral connection, the application for the sewer

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service must be made by the Owner of the property.

- D. When an application for sewer service is made, the Company reserves the right to require a deposit in cash commensurate with the probable size of the applicant's bill for the purpose of establishing or maintaining any Customer's credit. Any such deposit so made shall be subject to the terms and conditions of 83 Illinois Administrative Code Part 280.
- E. No agreement for sewer service will be entered into by the Company with any applicant until all arrears and charges due by such applicant for sewer or water service of the same class supplied by the Company to any premises then or theretofore owned or occupied by such applicant shall have been paid.

IV. BILLS AND PAYMENT FOR SERVICES

- A. A Customer who has applied for sewer service to a premises shall be held liable for all sewer service furnished to such premises until such time as the Customer notifies the Company to discontinue the Customer's service or until service for a new Customer is established at the premises. A temporary discontinuance of water or sewer service for a period of less than six months does not constitute a discontinuance of sewer service.
- B. All bills rendered by the Company are due and payable at the Company's rates on or before the twenty-eighth (28th) calendar day following the date of the postmark of the bill: the past due date. All bills not paid on or before the past due date shall be subject to a late payment charge of one and one-half percent (1 1/2%) per month on the entire amount, including previously-imposed late payment charges, then past due.
- C. Bills automatically become delinquent after said past due date.
- D. Payments shall be made at the office of the Company or at such other conveniently located places as the Company may designate.
- E. A fee shall be assessed to the Customer as provided in the applicable tariffs on file with the Commission when a check for payment of the Customer's bill has been returned to the Company unpaid for whatever reason.

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- F. If demands for payment prove to be ineffectual and the Company determines that suit must be filed to collect amounts due under its Rates, Rules, Regulations and Conditions of Service, the Company shall be entitled to recover all costs of suit and reasonable attorneys' fees from the defendant-Customer.
- G. Sewer bills will be rendered either monthly or quarterly to all Customers.
- H. For all flat rate charges, the Company shall in its initial and final bill to any Customer include such charges as prorated. For the initial bill, charges will be prorated from that date prior to the said initial billing when the Customer first became responsible to pay for sewer service to the specific premises. For the final bill, charges will be prorated from the first day of the billing period until that date on which the Customer is no longer responsible to pay for sewer service to the specific premises.
- I. A fee shall be assessed to the Customer as provided in tariffs on file with the Commission when a check for payment of the Customer's bill has been returned to the Company unpaid for whatever reason.

V. RULES GOVERNING SEWER SERVICE

- A. No Customer, Owner, or Tenant of premises receiving sewer service shall discharge, cause to be discharged, allow to be discharged or permit to be discharged any storm water, surface water, roof run-off, surface drainage, groundwater drainage, footing drainage, window well drainage, driveway drainage, garage floor drainage, patio drainage, downspout drainage, crawl space drainage, non-sanitary basement floor drainage, non-sanitary sump pump drainage, Cooling Water, unapproved industrial process water, or any other non-sanitary sewage drainage into the Collection Sewer or into the Customer Sewer Lateral so as to reach said Collection Sewer. No Customer, Owner, or Tenant of premises receiving sewer service shall connect, cause to be connected, allow to be connected or remain connected or permit to be connected or remain connected, any sump pump or other pumping device for draining window wells, footings, patios, garages, driveways, downspouts, crawl spaces or other non-sanitary drainage areas, or any footing, window well, driveway, patio, garage, downspout or other non-sanitary sewage drain to the Collection Sewer or to any building sewer service line which connects to said Collection Sewer.

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B. Except with written permission from the Company, neither the applicant nor any tenant of the premises shall discharge or cause to be discharged into the Customer Sewer Lateral connection or into the Collection Sewer any of the following described waters or wastes:

1. Any liquid or vapor having a temperature higher than 150°F.
2. Any water or waste that may contain more than one hundred (100) parts per million by weight of fat, oil or grease.
3. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
4. Any garbage that has not been properly shredded through a disposal unit or other shredding device, with no particle greater than one-half (1/2) inch in any dimension.
5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, wood or any other solid or viscous substance capable of causing obstruction to the sewers, mains or outlets or interference with the proper operation of said system.
6. Any water or waste having a toxic or poisonous substance in sufficient quantity so as to constitute a hazard to humans or animals.
7. Any noxious or malodorous gas or substance capable of creating a public nuisance.
8. Any water or wastes containing in excess of two milligrams per liter of cyanides as CN.
9. Any water or wastes that contain phenols in excess of 0.50 milligrams per liter.
10. Any water or waste containing more than two hundred fifty (250) parts per million by weight of Suspended Solids.
11. Any water or waste containing more than two hundred (200) parts per million

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by weight of BOD.

12. Any water or waste having a pH less than 5.0 or greater than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, pipes, equipment and personnel of the sewer system. The term "pH" as used in this subparagraph shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- C. Grease and oil traps shall be provided when they are necessary for the proper handling of liquid wastes containing grease or oil in excessive amounts or when required by the Illinois Plumbing Code. Prior to the installation of any traps, plans shall be submitted to the Company for approval. All traps and drains shall be located so as to be readily and easily accessible for cleaning and inspection. Where installed, all grease and oil traps shall be maintained by the Owner, at the Owner's expense, in continuously efficient operation at all times.
- D. The basic standard for all measurements, tests and analyses of the characteristics of waters and wastes to which reference is made herein shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," as prepared and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation, or some other method mutually agreed upon and approved by the State Sanitary Water Board or the Environmental Protection Agency.
- Samples for analyses shall be (1) a grab sample, (2) a composite sample consisting of three grab samples collected at appropriate intervals, or (3) a 24-hour composite sample collected and proportioned according to time and flow. One or more of the above samples, as determined by the Company to be representative, shall be collected for analyses.
- E. Neither the applicant nor any tenant of the premises or property shall discharge, or cause to be discharged, into the Customer Sewer Lateral or into the Collection Sewer any "industrial wastes" consisting of solids, liquids or gaseous wastes resulting from any industrial or manufacturing operation or process, or from the development of any natural resource, without first obtaining written permission for such discharge from

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the Company, and from any regulatory authority or governmental unit having jurisdiction over such a discharge of wastes.

- F. Where necessary in the Company's opinion, the Owner shall provide, at the Owner's expense, such preliminary treatment as may be necessary to (1) reduce the concentration of BOD to 200 parts per million (daily average) and the Suspended Solids to 250 parts per million (daily average), (2) reduce objectional characteristics or constituents to within the maximum limits provided for in these Rules, Regulations, and Conditions of Service and/or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities and the operational records thereof shall be submitted for the approval of the Company and the appropriate agency of the State of Illinois, and no construction of such facilities shall commence until said approvals are obtained in writing.

Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at the Owner's expense and within the limitations set forth by these Rules, Regulations, and Conditions of Service. Copies of all operational records shall be filed with the Company.

- G. Either the applicant or any tenant of premises or properties served by a Customer Sewer Lateral carrying industrial or commercial wastes and discharging the same into a Collection Sewer shall install a suitable control manhole in the Customer Sewer Lateral to facilitate observation, sampling and measuring of such wastes. The Company may also require the installation of automatic sampling and flow measuring devices when deemed necessary to obtain representative samples. Such required manhole and sampling device shall be publicly accessible and safely located, constructed in accordance with plans approved by the Company and installed and maintained at the expense of the applicant or tenant of premises or property to whom sewer service is supplied.
- H. Water pressure ejectors or siphons or Overhead Plumbing sewer installations shall not be installed for the discharging of the sewage or waste unless adequately protected against back siphonage.

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VI. SEWER SERVICE GENERAL CONDITIONS

- A. Sewer service will not be furnished where the Customer Sewer Lateral is broken, obstructed, inferior, defective, leaky or imperfect so that sewage or drainage escapes into surrounding soil or into adjacent premises or ground or surface water or other matter enters the sewer. When such conditions are discovered, the Company reserves the right to discontinue service unless immediate repairs or replacements are made. Such replacements or repairs shall be made by, and at the expense of, the applicant.
- B. Title to the Collection Sewers and the Company Sewer Laterals from the Collection Sewers to the property line is vested in the Company and it shall at all times remain the Company's sole property and shall not be trespassed upon or interfered with in any way.
- C. Where two or more Customers are supplied through a single Customer Sewer Lateral, any violation of the Rules, Regulations, and Conditions of Service of the Company by either or any of such Customers shall be considered as a violation by all and the Company may take such action as may be taken for a single Customer committing the violation; provided that any notice of such action which is required for a single Customer shall be given to each Customer affected.
- D. The Customer shall provide the Company's employees free and reasonable access to the premises or property served for purposes including, but not limited to, inspection of drains, sump pump discharges, down spouts, footing and basement drainage, and surface draining, and the performance of non-destructive tests (for example, smoking, dye testing, etc.) to determine compliance with this Section and Section V -- Rules Governing Sewer Service. All employees of the Company whose duty compels them to enter the Customer's premises, or property shall, upon request, show their credentials or other evidence of authority.

VII. DISCONTINUANCE OF SERVICE

- A. Water and/or sewer service rendered under any application, contract or agreement may be discontinued by the Company five (5) days after delivery or eight (8) days after the mailing (whichever is earlier) of written notice for any of the following reasons:

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1. For failure to protect and maintain the Customer Sewer Lateral or other fixtures on the Customer's property in a condition satisfactory to the Company, and consistent with Section II of these Rules, Regulations and Conditions of Service and the provisions of the Illinois Plumbing Code.
 2. For molesting or tampering by Customer or others with the Customer's knowledge with the Company Sewer Laterals, manholes or connections.
 3. For violation of the Rules Governing Sewer Service set forth in Section V of these Rules, and Regulations.
 4. For failure to provide the Company's employees free and reasonable access to the premises or property served, or for obstructing the way of ingress to Customer or Company Sewer Laterals, fixtures, or other appliances.
 5. For failure of a Customer to establish credit, or to adjust his cash deposit, or for nonpayment of a delinquent sewer or water bill owed to the Company for service furnished to the Customer at the same or another location.
 6. In case of vacancy of the premises by the Customer when no one has assumed responsibility for payment of the bill for service to the premises.
 7. For material misrepresentation in an application as to the premises or property to be supplied or type of service to be supplied or failure to report a change in the type of service.
 8. When continuation of service to the Customer creates conditions that jeopardize the integrity of the service provided to other Customers.
- B. The Company may discontinue water or sewer service immediately upon oral or written notice to a Customer if the rendering of further service to that Customer would endanger the health and safety of the Customer or other parties or if civil authorities request the Company to discontinue service.
- C. The Company reserves the right, at any time, to temporarily discontinue sewer service for the purpose of making repairs or extensions. The Company will attempt to give reasonable notice, to the extent practicable, to all owners to be affected by the

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discontinuance, provided, however, that the Company is not required to give notice of discontinuance.

- D. Owners or Customers requesting temporary discontinuance of sewer service for repairs within their property will be charged a sum equal to the costs to the Company for disconnecting and restoring service.
- E. Discontinuance of the water or sewer service to a premises or property under the provisions of this Rule shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due.
- F. Restoration of service or reconnection of a Customer Sewer Lateral connection will be made at the Company's discretion after the Customer has:
1. paid all unpaid bills for services rendered;
 2. made a deposit to ensure future payment of bills;
 3. reimbursed the Company for any labor, material and associated restoration costs involved in disconnecting and reconnecting service; and
 4. corrected any condition found in violation of any applicable provision of these Rules, Regulations, and Conditions of Service.

VIII. LIABILITY OF COMPANY

The Company shall not be liable for damages of any kind or character for any deficiency or failure of sewer service, for the blockage or breaking or sewer overload of any Collection Sewer, wherever located, for any deficiency in any Company or Customer lateral, attachment or fixtures to any Collection Sewer, or any other facility used by the Company, or for any other interruption of sewer service caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Company. The Company shall not be liable for any damage to any property caused by any of the foregoing reasons or for any other cause beyond the reasonable control of the Company.

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IX. CERTIFICATE OF COMPLIANCE WITH RULE V(A)

A. The Company has the right to give written notice to Customers to extend to each such Customer a period of thirty (30) days from the date of such notice to make an appointment at a mutually convenient time for inspection by the Company of the Customer's premises or property to determine whether the Customer is in compliance with Rule V(A). The Company reserves the right to give such notices and to schedule such appointments on an area basis to accommodate availability of personnel.

1. Should an inspection take place and the Company find compliance with Rule V(A), the Company will issue a Certificate of Compliance for the premises.
2. Should an inspection take place and the Company find non-compliance with Rule V(A), the Company will give written notice to the Customer describing the non-compliance and stating that the Customer shall have a period of sixty (60) days from the date of such notice to achieve compliance with Rule V(A) and to make an appointment for reinspection by the Company.
 - a. Should reinspection show compliance, the Company will issue a Certificate of Compliance for the premises or property.
 - b. Should a reinspection show non-compliance, the Company will give written notice to the Customer describing the non-compliance and the Company may disconnect water service or sewer service or both, until such Customer is in compliance with Rule V(A) and receives a Certificate of Compliance.
 - c. Should the Customer fail to achieve compliance and make an appointment within the sixty (60) day period referred to in subparagraph (b) above, the Company may disconnect water service or sewer service or both, until such Customer is in compliance with Rule V(A) and receives a Certificate of Compliance.

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3. Should a Customer fail to make an appointment for inspection within the time period set forth in this Rule, or fail to permit inspection at the appointed date and time or within any time period set forth in this Rule, the Company shall give written notice of such failure. In the event that within thirty (30) days of the date of such notice the Customer fails to make an appointment for inspection, or fails to permit inspection at the appointed date and time or within said thirty (30) day period, as the case may be, the Company may disconnect water service or sewer service or both, until such Customer is in compliance with Rule V(A) and receives a Certificate of Compliance.
4. In the event of disconnection of water service or sewer service or both pursuant to Rule V(A), reconnection of service shall be made only pursuant to Rule V(A) and other applicable provisions of the tariffs of the Company, including the provisions for payment of reconnection charges.
5. Any and all work, labor or materials required to enable compliance with Rule V(A) shall be performed by and provided by the Customer, Owner or Tenant and shall be at no cost to the Company. Whether compliance exists shall be the sole determination of the Company. However, in the event this determination is disputed by the Customer, Owner or Tenant, the Company will accept a then current written opinion of a professional engineer registered in the State of Illinois that the premises are in compliance with Rule V(A), such opinion to be submitted to the Company by the Customer, Owner or Tenant and without cost to the Company. No such opinion, however, shall be accepted in lieu of an inspection.
6. Upon the issuance of a Certificate of Compliance and its acceptance by the Customer, the Company shall have the right to make inspection at reasonable hours and upon appointment for the purpose of determining whether compliance has been maintained.
7. No determination by the Company that compliance exists and no engineering opinion to such effect as referred to in subparagraph 5 above shall bar subsequent inspection under the Company's Rules, or subsequent determination of non-compliance, or enforcement of the Company's Rules for non-compliance not discovered by the Company in any prior inspection

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or arising subsequently.

8. No determination of compliance or non-compliance by the Company and no engineering opinion as to compliance as referred to in subparagraph 5 above shall bar the enforcement by the Company of any rights and remedies it may have under law, including its tariffs.
9. The Company will inspect all new structures prior to commencement of water and sewer service thereto to determine compliance with Rule V(A) or Rule II, Paragraph G.12. If and when the premises are in compliance, the Company shall issue a Certificate of Compliance. No service shall be rendered to such premises or property unless the Owner, Customer, or Tenant thereof shall have been issued a Certificate of Compliance which is in effect.
10. Non-compliance with Rule V(A) exists when any connections or facilities are found by the Company that will permit storm water, surface water, groundwater, or other non-sanitary sewage drainage to enter into the sanitary sewer, regardless of whether actual flow is observed.
11. Should the Company find non-compliance after issuance of a Certificate of Compliance, the certificate shall be immediately voided and without legal effect. The Company will then give written notice to the Customer describing the non-compliance and stating that the Customer shall have a period of thirty (30) days from the date of such notice to achieve compliance with Rule V(A) and to make an appointment for reinspection by the Company. At the time said reinspection is conducted, the Customer will be required to provide the Company with a certified statement from a licensed plumber verifying that the infraction resulting in the non-compliance status has been corrected in a manner permanent in nature that would make the possibility of reoccurrence highly improbable.

X. EXTENSION OF SEWERS


- A. The Company will extend its sewers on the following terms and conditions.

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1. Collection Sewers will be extended at locations acceptable to the Company only on public ways, alleys or easements that have been dedicated in such a manner as to clearly provide the Company with the perpetual right to own, operate and maintain a sanitary sewer system therein and in which grades have been established.
2. Upon application being made for an extension of a sewer, the Company shall determine (in accordance with Section X, Paragraph A.7) the size of sewer and shall estimate the cost of the proposed extension, including pipe, lift stations, manholes, fittings, portions of Company Sewer Lateral under proposed pavements, all other materials and all other costs such as labor, permits, the expenses incurred by the Company for supervision, engineering, insurance, tools and equipment, accounting and other overhead expenses.
3. If the estimated cost of the extension is not greater than one and one-half (1 1/2) times the Company's estimate of annual revenue to be received from Original Prospective Customers, the Company will finance and make the extension without the requirement of any payment. If the estimated cost of the proposed extension exceeds one and one-half (1 1/2) times the Company's estimate of annual revenue from Original Prospective Customers, the applicant or the applicant's authorized agent shall contract for such extension and shall deposit with the Company the estimated cost of the extension less one and one-half (1 1/2) times such estimated annual revenue. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained. Should the actual cost be more than the estimated cost, the difference shall be paid by the applicant. The term "Original Prospective Customers" as used in this subparagraph 3 shall only include those Customers who sign contracts for at least one year's sewer service and guarantee to the Company that they will take sewer service at their premises within thirty (30) days after the date sewer service is available. Estimates of annual revenue shall be made by the Company and, if there are similarly situated Customers, shall be based on the experience of the Company regarding use of sewers by such similarly situated Customers.
4. During the first ten years after the date of the deposit, if the extension abuts

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property that the applicant does not have an interest in, the Company will prorate the cost of the extension on a front foot or per lot basis and if during the term of the extension agreement, the Owner or Tenant of such property requests sewer service, the Company shall collect from such new applicant an amount equal to such applicant's pro rata cost of the extension less one and one-half (1 1/2) times the estimated annual revenue to be received from such applicant and shall refund such amount to the original applicant. The total amount refunded shall not exceed the original deposit, without interest, and all or any part of such deposit not refunded within said ten (10) year period shall become the property of the Company.

5. Extensions made under this Rule shall be and remain the sole property of the Company.
6. The Company reserves the right to further extend its sewers from and beyond the terminus of each sewer extension made under this Rule. The applicant making a deposit hereunder shall not be entitled to any refund on account of any other or further extension or the attachment of any services to any other or further extension.
7. Extensions made under this Rule shall generally be made with pipe eight inches (8") in diameter, except that in special cases exceptions can be made by the Company to comply with sound engineering principles; provided, however, that sewer extensions shall in no event be less than six inches (6") in diameter. If the Company desires to make extensions of sewers with pipe larger than eight inches (8") in diameter, although not required to do so by sound engineering principles, the additional cost of the larger pipe shall be borne by the Company.
8. The Company may require a contract with the depositor outlining any or all of the above terms and conditions.

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XI. EXTENSION OF SEWERS - SPECIAL

- A. Sewers may, at the discretion of the Company, be extended under the terms of Section XI, Paragraphs B through F in those areas where all of the following conditions exist:
1. All lands abutting the dedicated public way or easement along which the extension is to be made are subdivided into lots not more than one acre in size.
 2. No one individual, partnership or corporation or an affiliated group of individuals, partnerships and/or corporations owns or has an interest in more than twenty percent (20%) of the lots to be improved by the extension.
 3. At least eighty percent (80%) of the lots to be improved would be reasonably expected to take service from the extension within ten (10) years of the date of its completion.
- B. The Company shall bear the full initial cost of the extension.
- C. The total cost of the extension, including all labor, material, engineering, supervision and direct construction overheads shall be divided by eighty percent (80%) of the total number of lots to be improved by the extension. The figure thus derived shall be considered the "per lot cost" of the sewer improvement.
- D. Extensions made under this Rule shall generally be made with pipe eight inches (8") in diameter, except that in special cases exceptions can be made by the Company to comply with sound engineering principles; provided, however, that such sewer extensions shall in no event be less than six inches (6") in diameter. If the Company desires to make extensions of sewer with pipe larger than eight inches (8") in diameter, although not required to do so by sound engineering principles, the additional cost of the larger pipe shall be deducted from the total cost before computing the "per lot cost" as described in Section XI, Paragraph C.
- E. Any Customer making application for sewer service from the sewer extension will be required to make a "Contribution in Aid of Construction" equal to the "per lot cost" less eighteen (18) times the monthly flat rate applicable to the type of service

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requested by such Customer at the time of application. If eighteen (18) times the monthly flat rate for the type of service requested is equal to or exceeds the "per lot cost," no contribution will be required.

- F. Extensions installed pursuant to this Section XI shall be and remain the property of the Company.

XII. GENERAL CONDITIONS

- A. The Company reserves the right at any time to alter, amend, change or add to these Rules, Regulations, and Conditions of Service or to substitute other Rules, Regulations, and Conditions of Service, subject to the approval of the Illinois Commerce Commission or other regulatory body having jurisdiction.
- B. No representative, employee or agent of the Company has the right to alter or waive any of these Rules, Regulations, and Conditions of Service without the consent or approval of the Illinois Commerce Commission or other regulatory body having jurisdiction thereof.
- C. No employee or agent of the Company shall have the right or authority to bind the Company by any promise, agreement or representation contrary to the letter or intent of these Rules, Regulations, and Conditions of Service.
- D. Upon a written request from a Customer, the Company, in its sole discretion, may allow a reduction in the amount of any bill for sewer service on the grounds and upon a showing that an abnormally high water bill is the result of a use that is unlikely to increase the flow of sewerage into any Collection Sewer (e.g. the water bill was abnormally high due to the fact that substantial amounts of water were used to fill an in-ground or above-ground swimming pool). Use of water to sprinkle established lawns and other landscaping, however, shall not be grounds for such a reduction in the amount of any bill for sewer services.

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